

REMARKS/ARGUMENTS

This case has been carefully reviewed and analyzed in view of the Official Action dated 28 September 2005. Responsive to the rejections made in the Official Action, Claim 1 has been amended to clarify the language thereof and Claim 2 has been canceled by this Amendment.

In the Official Action, the Examiner objected to the Specification under 35 U.S.C. § 112, first paragraph, as failing to provide an adequate written description of the invention. The Examiner stated that the Specification failed to clearly define the umbrella having ribs arranged in a serial order, and that it was not clear how the elements in the Figures were related and operated to each other.

The Specification and Abstract have been amended to correct the many grammatical, idiomatic and translational errors found therein. It is believed that the corrected idiomatic English of the Amended Specification makes clear the structure of the invention, as shown in the Drawings and defined in the Claims, as originally filed. A clean copy of the Amended Specification and Abstract are attached to this Amendment in compliance with 37 C.F.R. § 1.125. The clean copy of the Specification includes the same changes as are indicated in the marked-up copy of the original Specification. It is believed that the subject matter disclosed by the Amended Specification was previously disclosed in the Specification and Claims, as filed, and the accompanying Drawing Figures. No new matter has been added by these changes.

As is clearly shown in the Drawings, as originally filed, the invention of the subject Patent Application is directed to a substantially conventional umbrella structure having a plurality of ribs, each of the ribs having a multiplicity of rib sections which are pivotally coupled in linear alignment, one with another, so that the umbrella can be folded into a compact volume when the umbrella is closed. Further as clearly shown in Figs. 6-9, the inventive structure includes the joint 1, which provides pivotal coupling between two rib sections 2 and 3, the rib sections being disposed in side-by-side relationship within the base of the joint 1. By virtue of the side-by-side relationship of the two rib sections, they are able to be folded so as to be in substantially parallel relationship when the umbrella is closed, rather than colliding with one another, as is conventional. It is believed that the disclosure is sufficient to allow one skilled in the art to make and/or use the invention.

In the Official Action, the Examiner rejected Claims 1 and 2 under 35 U.S.C. § 112, second paragraph, as being incomplete for omitting essential elements. The Examiner further stated that the Claims were generally narrative and indefinite, and at least one term lacked proper antecedent basis.

Accordingly, Claim 1 has been amended to correct the language thereof and Claim 2 has been canceled by this Amendment. Claim 1 has been amended to remove the reference to the "second" and "third" ribs, thereby obviating the need

In the Official Action, the Examiner rejected Claim 1 under 35 U.S.C. § 102(b), as being anticipated by each of Wang, U.S. Patent 6,244,284, Shih, U.S. Patent 6,257,257, and Okuda, U.S. Patent 5,435,331.

Before discussing the prior art relied upon by the Examiner, it is believed beneficial to first briefly review the structure of the invention of the subject Patent Application, as now claimed. The invention of the subject Patent Application is directed to an improved umbrella having a reduced closed volume. The umbrella has a plurality of ribs, each rib having multiple pivotally joined rib sections. The improvement of the invention of the subject Patent Application includes a joint having a wide base. The joint is coupled to one rib section by two pins, and one of the two pins is pivotally coupled to another rib section. The two pivotally coupled rib sections are in side-by-side relationship within the base of the joint. By that arrangement, the two rib sections are able to be folded about the pivotal coupling of the joint to be substantially parallel, which arrangement allows the closed umbrella to occupy a smaller volume than prior art structures.

In contradistinction, the Wang reference is directed to a foldable umbrella having a plurality of rib sections pivotally joined one to another. However, as clearly shown in Fig. 3, the pivotal coupling of each of the sections places the rib sections in linear alignment, rather than being disposed in side-by-side relationship within the base of the joint, as now claimed.

Therefore, as the reference fails to disclose each and every one of the elements of the invention of the subject Patent Application, it cannot anticipate that invention. Further, as the reference fails to suggest such a combination of elements, and in fact teaches away from that combination, it cannot make obvious that invention either.

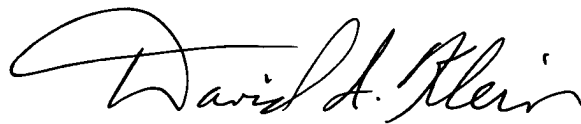
The Shih reference is directed to an automatic opening and closing structure of a collapsible umbrella. As shown in Figs. 3-5, the multiple rib sections are each joined in linear alignment and nowhere does the reference disclose or suggest any pair of rib sections being joined in side-by-side relationship within the base of the joint, as now claimed. Thus, as the reference fails to disclose each and every one of the elements of the invention of the subject Patent Application, it cannot anticipate that invention. Further, as the reference fails to suggest such a combination of elements, and in fact teaches away from that combination, it cannot make obvious that invention either.

It is respectfully submitted that the Okuda reference is directed to a waterproof umbrella having tension members. As shown in Figs. 1-4, the plurality of rib sections are pivotally joined in linear alignment and nowhere does the reference disclose or suggest providing rib sections which are joined in side-by-side relationship within the base of the joint, as now claimed. Therefore, as the reference fails to disclose each and every one of the elements of the invention of the subject Patent Application, as now claimed, it cannot anticipate that invention.

Further, as the reference fails to suggest such a combination of elements, and in fact teaches away from that combination, it cannot make obvious that invention either.

For all of the foregoing reasons, it is now believed that the subject Patent Application has been placed in condition for allowance, and such action is respectfully requested.

Respectfully submitted,
For: ROSENBERG, KLEIN & LEE

A handwritten signature in black ink, appearing to read "David I. Klein". The signature is fluid and cursive, with a large initial "D" and "K".

David I. Klein
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